adequate. If the insurer could set up a defense to an action at law on the policy, reformation would be properly denied. *Thompson* v. *Phoenix Ins. Co.*, 25 Fed. 296; *Craft* v. *Dickens*, 78 Ill. 131. But when the adequacy of the legal remedy is doubtful, equity will grant relief. *Green* v. *The Morris and Essex R. Co.*, 12 N. J. Eq. 165. There seems to be enough danger here that the erroneous indorsement might be prejudicial to the complainant if an action at law was brought on the policy to justify equity in exercising its jurisdiction.

RESTRAINT OF TRADE — CONTRACT NOT TO ENGAGE IN BUSINESS — RESTRICTION IN USE OF STAGE NAME. — In a contract of employment, the plaintiff, a motion picture firm, agreed to advertise the defendant, if at all, under the name of "Stewart Rome;" and the defendant agreed never to appear under this name for any one but the plaintiff. The defendant acted under this name for a long time and became a "star." At the termination of his employment with the plaintiff, he signed a contract with a rival firm to act under the name of "Stewart Rome." The plaintiff now seeks to enjoin the defendant from using this name in violation of the contract between them. *Held*, that the injunction would not be granted. *Hepworth Manufacturing Co.* v. *Ryott*, 121 L. T. R. 226 (Ch. Div.).

A person may by contract conclude himself from the use of his own name, and, *a fortiori*, of a pseudonym, for specified purposes. *Vernon* v. *Hallam*, 34 Ch. Div. 748; *Zagier* v. *Zagier*, 167 N. C. 616, 83 S. E. 913; *Ludwig* v. *Claviola Co.*, 144 App. Div. 388, 129 N. Y. Supp. 310. Whether such a contract is void because in restraint of trade depends, by the modern and better view, on the test of reasonableness. If the restraint imposed is only such as to afford fair protection to the interests of the covenantee and is not so broad as to interfere with the interests of the public, the contract is not illegal. *Nordenfeldt* v. *Maxim Nordenfeldt Co.*, [1894] A. C. 535; *Diamond Match Co.* v. *Roeber*, 106 N. Y. 473, 13 N. E. 419; *National Enameling & Stamping Co.* v. *Haberman*, 120 Fed. 415. Under this rule, a contract not to engage in business, standing alone, is void. *Clark* v. *Needham*, 125 Mich. 84, 83 N. W. 1027; *Clemons* v. *Meadows*, 123 Ky. 178, 94 S. W. 13. But where a restrictive agreement is ancillary, as in the sale of a business, it may be enforced. *Anchor Electric Co.* v. *Hawkes*, 171 Mass. 101, 50 N. E. 509; *Freudenthal* v. *Espey*, 45 Colo. 488, 102 Pac. 280; *Mills* v. *Ressler*, 87 Kan. 549, 125 Pac. 58. Similarly, such agreements in employment contracts may be valid. *Rousillon* v. *Rousillon*, 14 Ch. Div. 351; *Knapp* v. *S. Jarvis, Adams Co.*, 135 Fed. 1008. Equity may, however, deny an injunction on the ground of gross inadequacy of consideration or because there is a complete remedy at law. *Sternberg* v. *O'Brien*, 48 N. J. Eq. 370, 22 Atl. 348. See *Mandeville* v. *Harmon*, 42 N. J. Eq. 185, 195, 7 Atl. 37, 41; *Keeler* v. *Taylor*, 53 Pa. St. 467, 469, 470. The principal case is supportable on the ground that the scope of the restriction is greater than necessary to protect the interest of the employer. *Morris, Ltd.* v. *Saxelby*, [1916] 1 A. C. 688; *Herreshoff* v. *Boutineau*, 17 R. I. 3; *Althen* v. *Vreeland*, 36 Atl. 479 (N. J.). If the restraint were for a reasonable period, *i. e.* for the life of "Stewart Rome" films owned by the plaintiff, the injunction, it is submitted, should be granted. *Cf. Tribune Ass'n* v. *Simonds*, 104 Atl. 386 (N. J.). See 32 HARV. L. REV. 176. And this should be the result even where the reasonable restraint is coupled with another which is unreasonable, provided that the two are distinct and severable by the terms of the contract. *Monongahela River Consolidated Coal & Coke Co.* v. *Jutte*, 210 Pa. St. 288, 59 Atl. 1088; *Trenton Potteries Co.* v. *Oliphant*, 58 N. J. Eq. 507, 43 Atl. 723. But in the absence of such severance, equity will not undertake to make over the contract, and the whole being void, there will be no relief as to any part. *Perls* v. *Saalfield*, [1892] 2 Ch. 149; *Mallinckrodt Chemical Works* v. *Nemnich*, 83 Mo. App. 6.